

REMARKS

The Non-Final Office Action

In the above-mentioned non-final Office Action:

(1) claims 589, 628, 663-729 and 739 were rejected as failing to comply with the written description requirement;

(2) claims 548-571, 577, 578, 580-611, 617, 618, 620-649, 655, 656, 658-680, 683, 684 686-714, 719, 720 and 722-739 were rejected over McKillip in view of U.S. Patent 5,407,718 (Popat);

(3) claims 572, 573, 612, 613, 650, 651, 681, 682, 715 and 716 were rejected over McKillip in view of Popat and further in view of U.S. Patent 4,704,317 (Hickenbotham et al.);

(4) claims 574-576, 614-616, 652-654, 717 and 718 were rejected over McKillip in view of Popat and further in view of U.S. Patent 5,198,275 (Klein);

(5) claims 579, 619, 657, 685 and 721 were rejected over McKillip in view of Popat and further in view of U.S. Patent 5,842,722 (Carlson); and

(6) the specification was objected to.

In response thereto, claims 550, 663, 695 and 737 have been amended and claims 589, 628, 665 and 739 have been cancelled without prejudice or disclaimer. This thereby renders the written description rejections moot. Also, the specification has been amended and thus the objection to the specification should be withdrawn.

Drawing Figure

A drawing Figure ("McKillip Figure") which Applicant has prepared is attached. It shows an embodiment of McKillip and particularly the location of the "deadener." Reference will be made to the McKillip Figure in the discussions below.

"Free of Adhesive between the Film and the Continuous Sheet"

During the January 31, 2008 telephone interview, the examiner contended that the McKillip sheet is not free of adhesive between the film layer and the continuous sheet because of the presence of the deadener. She appears to have continued this argument in paragraph 14 of her Office Action.

McKillip in the first and second full paragraphs of column 9 discusses the application of a deadener 70 to the bottom surface 45 of the second layer of material 24 prior to the attachment of the laminate means 26. Since the second layer of material 24 of McKillip corresponds to the facestock of the present claims, according to the examiner, the deadener 70 is not between the film layer and the continuous sheet. Rather, the deadener is between the facestock and the adhesive 28. In other words, the deadener is not provided to deaden portions of the adhesive 28 but rather the adhesive 30. Thus, the deadener 70 does not "deaden" adhesive 28 as the examiner contended in the telephone interview and in the subject Office Action. Further, even if for the sake of argument the deadener were so positioned it would not remove the adhesive layer 28. That is, McKillip would still not be "free of adhesive between the film layer and the continuous sheet." Accordingly, claims 549 and 590 are patentable over McKillip.

Additionally referring to the McKillip Figure, the deadener 70 does not make the McKillip construction free of adhesive between second layer 24 and laminate means 26 for a number of reasons. First, the deadener 70 does not make adhesive 53 disappear, *e.g.*, it does not dissolve it. Second, it further does not change it into a non-adhesive material of some sort. Third, if McKillip is

now “free of adhesive” between the second layer 24 and the laminate means 26 due the presence of the deadener 70, what now holds these two “layers” together? Fourth, the deadener 70 does not cover the entire bottom surface of second layer 24 but only a portion thereof.

The examiner did not present any arguments in her Office Action refuting this contention. Accordingly, withdrawal of the rejections of claims 549 and 590 is in order.

Continuous Sheet is Directly Adjacent to the Film Layer

Claim 548 includes the feature that “the continuous sheet being directly adjacent to the back side of the film layer.” Claim 629 includes the feature that “the film layer being directly adjacent to the continuous sheet.” The “continuous sheet,” according to the examiner, is shown by “first layer of material 22” (Col. 7, line 17) in McKillip. The “film layer,” according to the examiner is shown by “laminate means 26.” Referring for example to the McKillip Figure the first layer 22 and the laminate means 26 are separated by adhesive 28. In other words the McKillip “continuous sheet” and “film layer” are NOT directly adjacent one another. They are deliberately and intentionally spaced from one another by the adhesive 28, which is needed to hold these two elements together.

The examiner agreed during the telephone interview of January 31, 2008 that the “McKillip “continuous sheet” and “film layer” were not directly adjacent one another, as reiterated in Applicant’s Interview Summary dated February 11, 2008, and also that it would not have been obvious to modify McKillip such that they were directly adjacent.

In the subject Office Action, the examiner has responded to Applicant’s arguments in its prior Amendment by saying that the arguments “have been carefully considered by are deemed unpersuasive.” She also says in paragraph 15 that the “fact that the continuous sheet in McKillip is a multilayered continuous sheet is irrelevant. As discussed about (sic – above) the continuous sheet/first material is directly adjacent to the film layer/multilayered second material.” Applicant has

made no arguments as to “multilayered” and thus this argument is not on point, and if repeated requires explanation.

Accordingly, withdrawal of the rejections of claims 548 and 629 is in order.

Continuous Sheet Bonded to the Film Layer Without Adhesive

The examiner in the January 31, 2008 telephone interview said that McKillip does not disclose the limitation that the continuous sheet is bonded to the film layer without adhesive and that would it have been obvious to so modify McKillip. Referring to the McKillip Figure it is clear that first layer 22 is bonded to laminate means 26 with adhesive 28. In other words, it is NOT “bonded to the film layer without adhesive.” (Emphasis added.) Thus, claims 664 and 730 are patentable over McKillip.

The examiner did not present any arguments in her Office Action refuting this contention. Accordingly, withdrawal of the rejections of claims 664 and 730 is in order.

Delaminates at the Interface of the Film Layer and the Continuous Sheet

Illustrated in FIG. 6 of McKillip (from top to bottom) are a facestock sheet 24, a laminate (film) 26, adhesive 28 and a bottom layer (continuous sheet) 22. The (card edge) cut line 50 extends from the facestock sheet through the laminate. (Adhesive 53 between the facestock sheet 24 and the laminate 26 is not shown in FIG. 6.) The sheet is structured such that when the printed card is peeled off, the sheet delaminates between the adhesive 28 and the laminate 26. Thus, the surface from which the card is removed has adhesive (28) on it. This surface is the dotted surface underneath the card in FIG. 7. The last paragraph of claim 590 says: “the laminate sheet construction being free of adhesive between the film layer and the continuous sheet.” McKillip discloses that there is adhesive (adhesive 28) between the laminate (film) 26 and the sheet 22, as discussed above. Additionally, it

would not have been obvious to remove adhesive 28 from McKillip; and in particular there is no teaching/suggestion/motivation in Popat or the other prior art for removing the adhesive 28 from McKillip nor is one provided in the Office Action.

The present business card sheet construction can be constructed such that when a peeling force is applied to it, it delaminates at the interface of the film layer and the continuous sheet. For example, paragraph [0052] of the present application as published says that “[t]he PSA layer 216 need only secure the facestock sheet 212 to the LDPE layer 204 of the dry release base material or liner sheet 208, such that the overall dry laminate facestock construction 224 delaminates at the LDPE-liner sheet interface when a user seeks to peel away the liner, and not at a surface of the facestock sheet 212.” Paragraph [0008] says: “[t]he sheet construction (which also includes a facestock bonded to the film forming polymer) separates at the film-liner interface rather than the facestock-film interface, when the final construction is subjected to a peeling force.” Paragraph [0011] says: “[i]n other words, the adhesive layer securely bonds the facestock sheet to the LPDE film layer on the liner sheet. It bonds it such that the overall sheet construction separates or delaminates at the film-liner sheet interface, when the user peels the printed business cards and liner strips apart.” Thus, the feature in is a structural feature and not a functional feature, and is supported in the application as filed.

Further, the delamination at the interface of the film layer and the continuous sheet is not disclosed by or a “latent property” of McKillip. There is an adhesive layer 28 between the film layer and the continuous sheet of McKillip, as discussed in detail above. Thus, there is no film layer-continuous sheet interface in McKillip. Additionally, the delamination in McKillip is at the interface of the film layer and the adhesive layer. Thus, claims 548, 629, 693, 694, 695 and 729 are patentable over McKillip and withdrawal of their rejections is in order.

Conclusions

It is submitted, however, that the independent and dependent claims include other significant and substantial recitations which are not disclosed in the cited references. Thus, the claims are also patentable for additional reasons. However, for economy the additional grounds for patentability are not set forth here.

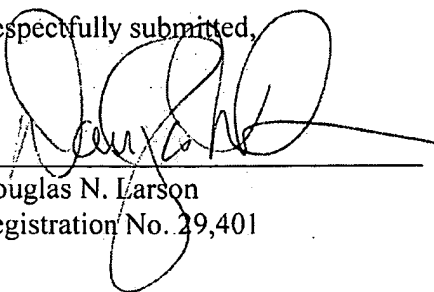
In view of all of the above, it is respectfully submitted that the present application is now in condition for allowance. Reconsideration and reexamination are respectfully requested and allowance at an early date is solicited.

The examiner is invited to call the undersigned patent counsel for Applicant to answer any questions or to discuss steps necessary for placing the application in condition for allowance.

With respect to this filing, the Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment to Deposit Account No. 503456. Should such additional fees be associated with an extension of time, Applicant respectfully requests that this paper be considered a petition therefor.

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Respectfully submitted,



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